CHATTEL MORTGAGES — RECORDING AND REGISTRY — REMOVAL OF GOODS TO ANOTHER STATE WITH MORTGAGEE'S CONSENT. — A chattel mortgage on property in Arkansas was given to the plaintiff and duly recorded. With the mortgagee's consent the property was moved to Missouri. There the mortgagor, to secure advances, executed a new mortgage to the defendant who took in good faith. Defendant foreclosed, and plaintiff brings replevin. *Held*, that he cannot recover. *Geiser Mfg. Co.* v. *Todd*, 224 S. W. 1006 (Mo. App.).

A chattel mortgage, duly recorded in the state where the chattel was situated, will normally be valid, even as against bona fide purchasers, in any other state to which the property is taken. *National Live Stock Bank* v. *First National Bank*, 203 U. S. 296. *Langworthy* v. *Little*, 12 Cush. (Mass.) 109; see Joseph H. Beale, Progress of the Law, 33 HARV. L. REV. 15, 16. But in most jurisdictions an exception is recognized, as in the principal case, if the mortgagee consented to the removal of the property. *Jones* v. *North Pacific Fish Co.*, 42 Wash. 332, 84 Pac. 1122; *Newsum* v. *Hoffman*, 124 Tenn. 369, 137 S. W. 490. Some jurisdictions, however, refuse to recognize this exception, and give effect to the mortgage regardless of assent to removal. *Cobb* v. *Buswell*, 37 Vt. 337; see *Greenville Bank* v. *Evans-Snyder-Buel Co.*, 9 Okla. 353, 60 Pac. 249. On the other hand, there are a few states which go to the opposite extreme, and refuse to give effect to the recording, even though the property was removed from the state of record without the mortgagee's knowledge. *Allison* v. *Teeters*, 176 Mich. 216, 142 N. W. 340; *Bank* v. *Carr*, 15 Pa. Super. 346. As a practical matter the Missouri court would seem to have chosen wisely in adopting the distinction taken by the weight of authority.

CONFLICT OF LAWS — RECOGNITION OF FOREIGN JUDGMENT — RATE OF INTEREST. — The plaintiff applied in Victoria for leave to issue execution on a judgment obtained in New Zealand, and furthermore claimed interest on the judgment according to the legal rate for New Zealand judgments. *Held*, that the claim be disallowed. *Cathie* v. *Bond*, [1920] Vict. L. R. 398.

This case raises the question whether in a suit on a foreign judgment interest on that judgment shall be computed according to the law of the forum, or of the place of the original judgment. Some jurisdictions consider such interest as part of the remedy, and therefore governed, both as to its allowance and rate, by the law of the forum. *Hopkins* v. *Shepard*, 129 Mass. 600; *Shickle* v. *Watts*, 94 Mo. 410, 7 S. W. 274; *Wells Fargo & Co.* v. *Davis*, 105 N. Y. 670, 12 N. E. 42. Other courts apply the law of the forum, unless it is shown that the foreign jurisdiction provides a rate of interest. See *David* v. *Porter*, 51 Ia. 254, 256, 1 N. W. 528, 530; *Reynolds* v. *Powers*, 96 Ky. 481, 485, 29 S. W. 299, 299. Finally, the rule in many states, and the one most consonant with the principle that damages are a matter of substantive law, is that interest is calculated according to the law of the place of the first judgment. *Hudson* v. *Daily*, 13 Ala. 722; *Cavender* v. *Guild*, 4 Cal. 250; *Britton* v. *Chamberlain*, 234 Ill. 246, 84 N. E. 895. The liability resulting from the defendant's failure to pay the judgment should be reckoned according to interest laws of the jurisdiction where that judgment was rendered. *Cf.* STORY, CONFLICT OF LAWS, 5 ed., § 307. The principal case repudiates this view. The result is supportable, if at all, on the basis of a local statute. See 6 GEO. V, ACTS OF PARL., VICTORIA, No. 2733, § 186.

CONSTITUTIONAL LAW — IMPAIRMENT OF THE OBLIGATION OF CONTRACTS — REPEAL OF TAX EXEMPTION STATUTE. — At the solicitation of the relator and the city of Troy, the New York legislature in 1853 passed an act providing that for the purposes of taxation the property of the relator should be estimated and assessed at the amount of its capital stock, and no more. This act

was repealed in 1909. Subsequently a very large assessment was used as the basis of taxing the relator. The latter carried the case to the United States Supreme Court on the ground that the repeal was unconstitutional, being a law impairing the obligation of contracts. *Held* that the repeal was constitutional. *People on the Relation of Troy Union R. R. Co.* v. *Mealy*, U. S. Sup. Ct., Oct. Term, 1920, No. 63.

For a discussion of the principles presented by this case, see NOTES, p. 541, *supra*.

CONSTITUTIONAL LAW — PRIVILEGES AND IMMUNITIES — RIGHT TO RESIDE PEACEFULLY IN A STATE — Defendants were indicted in the federal district court for Arizona, under Section 19 of the Criminal Code, which provides for the punishment of any conspiracy to deprive a citizen of "any right or privilege secured to him by the Constitution or laws of the United States." Defendants had rounded up several hundred alleged "Reds," including some who were citizens of Arizona, and some who were citizens of other states, and had "deported" them to New Mexico, under threat of death should they ever return to Arizona. *Held*, that the indictment be quashed. *United States* v. *Wheeler*, U. S. Sup. Ct., October term, 1920, No. 68.

As the acts complained of were those of individuals, and not of a state, no attempt to sustain the indictment under the Fourteenth Amendment could be successful. *United States* v. *Cruikshank*, 92 U. S. 542; *Hodges* v. *United States*, 203 U. S. 1. But it was urged that Article IV, Section 2, of the Constitution extended federal protection to such an invasion of fundamental rights as was here involved. A few decisions appeared to sanction this view. *United States* v. *Blackburn*, 24 Fed. Cas., No. 14,603; see *Crandall* v. *Nevada*, 6 Wall. (U. S.) 35, 49; see *Twining* v. *New Jersey*, 211 U. S. 78, 97. By the weight of authority, however, this provision of the Constitution protects only against state action, and not against action by individuals. *United States* v. *Harris*, 106 U. S. 629; *Le Grand* v. *United States*, 12 Fed. 577. Nor does it apply unless there has been discrimination based on state citizenship. *Slaughter-House Cases*, 16 Wall. (U. S.) 36; *La Tourette* v. *McMaster*, 104 S. C. 501, 89 S. E. 398. A statute attempting to extend the federal protection to situations such as this has been held unconstitutional. *United States* v. *Harris*, *supra*. The principal case is in accord with the great weight of authority.

CONTRACTS — ANTICIPATORY BREACH — PLACE WHERE CAUSE OF ACTION ARISES. — The defendant corporation was under contract with the plaintiff to manufacture and ship goods in Pennsylvania for transportation to Ohio. It repudiated further performance by a letter mailed in Pennsylvania to the plaintiff in New York. The plaintiff brought this action in New York. Under the code the plaintiff must prove that the cause of action arose in New York, in order to establish the court's jurisdiction. *Held*, that the court has jurisdiction. *Glynn* v. *Hyde-Murphy Co.*, 184 N. Y. Supp. 462.

A cause of action for a breach of contract arises at the place where there is a failure of the performance promised. *Hibernia National Bank* v. *Lacombe*, 84 N. Y. 367. This failure must be where the parties intended performance to take place. But the doctrine that repudiation of future performance may be a breach introduces an exception. *Wester* v. *Casein Co.*, 206 N. Y. 506, 100 N. E. 488. For repudiation is a breach at a time and place never contemplated by the contract, unless of course there is an implied promise not to repudiate. Such an implied promise is correctly found in a contract to marry. *Frost* v. *Knight*, L. R. 7 Ex. 111. But it cannot be found, without distortion, in ordinary commercial contracts. *Daniels* v. *Newton*, 114 Mass. 530. The principal case strikingly illustrates the inconsistencies which spring from the doctrine of anticipatory breach. Granting that doctrine, it seems correct to require actual